



# **bawden** **tree care**

Quotation

Prepared by Chris Bartlett



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## Quotation

**Quotation #** 2021-974  
**Quotation Date** 15/09/2021  
**Customer Name** Freshford Parish Council  
**Email Id** john.adler.fpc@outlook.com

**Payment Term** Net 30  
**Expiration Date** 16/10/2021  
**Contact Name** John Adler  
**Contact Number** 07703493106

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## Description of the Works

To carry out a full tree condition survey for Freshford Parish Council at The Tynning and The Cemetery.

A full tree survey of all trees, groups and woodlands on the site is completed. We use a Pear Technology GPS device which allows us to record all the required information and accurately plot the position of individual trees, groups of trees, hedges and other important features for any size of survey area on an OS map.

A schedule of recommended tree works based on the risk to persons and property, dead wood and timber in the process of dying is to be included. Data relating to size, health and location to trees will also be included.

Trees requiring works are highlighted on the map and a schedule is formed as a spreadsheet using a traffic light system. The system uses the following time scales:

- 1 Month - (Red)
- 3 Months - (Yellow)
- 6 Months - (Blue)
- 1 Year - parts of cyclical maintenance program (Green)

All surveys are completed by competent and qualified arborists. Trees will be surveyed visually by the tree surveyor from the ground (Visual Tree Inspection), using the appropriate techniques to identify defects within the crown, stem and roots.

A PDF copy of the survey and map will be supplied by email, on a memory stick, and in the form of a hard paper copy upon request.

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<b>Sub Total</b>	£ 1,050.00
<b>VAT @ 20%</b>	£ 210.00
<b>Total</b>	<b>£ 1,260.00</b>

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### Bawden Contracting Services Ltd

Unit 1, Mills Way Business Centre  
Mills Way, Amesbury  
Salisbury  
Wiltshire  
SP4 7AU  
United Kingdom

**Telephone Number** 01980 622185

**Company Registration Number** 252 0691

**VAT Registration No** 542 051483

## Terms and Conditions of Work

### OUR TERMS

#### 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Commencement Date:** means the date We will start the Services at your Site;

**Contract:** means the agreement between You and Us to undertake the Services as described in your Order to Us;

**Contractor:** means the contractor providing the Services;

**Intellectual Property:** means the plans, drawings and Specifications submitted by the Contractor (whether before or after supply of the Services);

**Materials:** means any raw materials necessary to provide the Services;

**Order:** means your order for the Services as set out in the Quotation and Specification

**Quotation:** means the written estimate provided by the Contractor for supply of the Services as detailed in the Order;

**Services:** means the services described in the Order;

**Site:** means the location where the Services are to be provided by the Contractor;

**Specification:** means details as described in the Quotation describing the Services provided by the Contractor;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** means the Contractor described in clause 13.

#### 2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply the Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate as detailed in Our Quotation, before you sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your Order for the Works. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 We shall assign an Order number to the Order and inform you of it when We confirm the Order. Please quote the Order number in all subsequent correspondence with Us relating to the Order.

#### 3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

(a) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least [one] month's written notice of any changes to these Terms



before they take effect. You can choose to cancel the contract in accordance with clause 11.

3.3 You may make a change to the Order for the Services at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Works, We will notify you of the amended price in writing.

3.4 You can choose to cancel the Order in accordance with clause 11.1 in these circumstances.

3.5 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11.

#### 4. THE SERVICES

4.1 We will supply the Services to you from the date set out in the Specification until the completion date set out in the Order.

4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

4.3 We may have to suspend the Services if We have to deal with technical problems We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.

4.4 If you do not pay Us for the Services when you are supposed to as set out in clause 8.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 8.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 8.4.

#### 5. IF THERE IS A PROBLEM WITH THE SERVICES

In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and

You will not have to pay for Us to repair or fix a defect with the Services under this clause 5.1.

In the event that You and We are unable to agree a solution to the problem You and We agree to refer the matter in the first instance to British Association of Landscape Industries (BALI's Dispute Resolution Service. BALI, Landscape House, Stoneleigh Park, Warwickshire, CV8 2LG. BALI website: [www.bali.org.uk](http://www.bali.org.uk); telephone 024 7669 033.)

5.2 In the event that the problem remains unresolved through the BALI Complaints Procedure, Both parties may agree to the appointment of an independent adjudicator. Where agreement cannot be reached within 14 days as to which adjudicator should be used and both parties give written notice of this then both parties may refer the dispute back to BALI.

5.3 The Complaints Committee of BALI, at the request of both You and Us may offer an adjudicator. The adjudicator will be independent and will conduct such adjudication in accordance with best industry practice.

5.4 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### 6. THE SITE

6.1 You agree to give Us full possession of the Site together with proper and adequate access to allow Us to carry out the Services from the



Commencement Date.

6.2 You warrant that the Site is free of springs, flooding, rock, tree stumps, (unless specified to be removed under the Services/Order).

Also mine workings, covered wells, or other cavities, running sand, service pipes and cables. Sewage or land drains, foundations and sub-structure of former buildings or other hazards or obstructions which are not reasonably apparent by visual inspection of the surface of the Site or which have not been made known by You to Us in writing prior to the date of the Quotation.

6.3 Without prejudices to your rights and remedies, Where you are in breach of clause 6.1 above and the Site is found to be affected by problems described in clause 6.2 6.2 and additional Services are necessary to complete the Order, We shall inform you of the same and

(a) provide you with a further quotation with an estimate of the cost to undertake the additional work to deal with the problems identified;

(b) the further quotation will be valid for 7 days;

(c) in the event that the further quotation is not accepted by You within the 7 days specified, We reserve the right to terminate this contract in accordance with clause 12 Our Right to cancel.

## 7. MATERIALS

7.1 Where Materials have been used at the Site or where such Materials are used to provide the Services to fulfil the Order, ownership shall pass to You once used at the Site or incorporated in to the Services;

7.2 Where materials are delivered to the Site awaiting use or incorporation into the Services ownership shall remain with us;

7.3 You and We may agree payment for Materials whether they are at the Site or off Site. Where payment has been agreed and made, you will take ownership and the Materials will be identified as such;

7.4 As between the You and Us, all Intellectual Property Rights and all other rights in the Materials and Services shall be owned by Us. Subject to clause 7.2, We licence all such rights to You free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable You to make reasonable use of the Materials and the Services. If this agreement is terminated, this licence will automatically terminate.

7.5 You acknowledge that, where We do not own any of the Materials, Your use of rights in the Materials is conditional on Us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Us to license such rights to You.

7.6 All plants, trees and turf supplied shall be true in name and healthy when planted. Replacement of any plants found to be defective during the first growing season after planting shall be at the sole discretion of Us. Replacement will only be made if You have maintained the plants properly and You have advised Us promptly in writing as soon as any damage becomes apparent and We have had the opportunity to inspect such plants;

7.7 Grass seed supplied shall conform to EU Specification and shall have been tested. You acknowledge that a lawns or meadows cannot be made in one season because several seasons, careful cultivation, weeding and feeding are essential;

7.8 You acknowledge that any Site is free from weeds and that accumulated weed growth and that dormant weed cannot be eradicated in certain locations and that We shall have no liability for any subsequent weed growth.

## 8. PRICE AND PAYMENT

8.1 The price of the Services will be set out in the Quotation set out in the attached Specification attached to these Terms in force at the time We confirm the Order. Our prices may change at any time, but price changes will not affect the Order that We have confirmed with you.

8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Specification and the date of delivery or



performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect. Where VAT is not applicable this will be detailed in the Specification attached to these Terms.

8.3 Where We are providing Materials to you, We may ask you to make an advance payment of 25% of the price of the Services.

Your rights to a refund on cancellation are set out in clause 11. We will invoice you for the balance of the Services on or any time after We have performed the Services. Each invoice will quote the quotation or specification number. You must pay each invoice in cleared monies within 30 calendar days at the date of invoice by one of the methods detailed in the covering information sheet provided with our quotation.

8.4 If you do not make any payment due to Us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of HSBC plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

8.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.4 will not apply for the period of the dispute.

## 9. OUR LIABILITY TO YOU

9.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

9.2 If We are providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance of the Services by Us.

9.3 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

9.4 You agree that no Site is free from weeds and that accumulated weed growth and dormant weed cannot be eradicated in certain locations and that We shall have no liability for any subsequent weed growth;

9.5 Following completion of the Order, You agree to be responsible for the continuing maintenance of the Site, unless otherwise agreed by You and Us.

9.6 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## 10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, adverse weather, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

10.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Works. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 11.

## 11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 Before We begin to provide the Services, you have the following rights to cancel an Order, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Order for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 11.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 11.1(a) and We have already started work on the Specification by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

11.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least fourteen calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

11.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within twenty one days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

## 12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND



12.1 If We have to cancel an Order for Services before the Services start:

(a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Works. We will promptly contact you if this happens.

(b) If We have to cancel an Order under clause 12.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

(c) Where We have already started work on your Order for Services by the time We have to cancel under clause 12.1(a), We will not charge you anything and you will not have to make any payment to Us.

12.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least fourteen calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

12.3 We may cancel the Contract for Services at any time with immediate effect by giving you written notice if:

(a) you do not pay Us when you are supposed to as set out in clause 8.3. This does not affect Our right to charge you interest under clause 8.4; or

(b) you break the Contract in any other material way and you do not correct or fix the situation within [NUMBER] days of Us asking you to in writing. Breaking the Contract includes (but is not limited to) the following:

(c) you fail to allow Us access to the Site as stated in clause 6.1;

(d) you breach your promise in clause 6.2 (c);

(e) you decline our further quotation for additional work as stated in clause 6.3 (c).

### 13. **INFORMATION ABOUT US AND HOW TO CONTACT US**

13.1 We are a company registered in England and Wales. Our company registration number is 2520691 and Our registered office is at 143 Countess Road, Amesbury, Salisbury, Wiltshire. Our registered VAT number is 5420051483.

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01980 622185 or by e-mailing Us at [enquiries@bawdengroup.com](mailto:enquiries@bawdengroup.com).

13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by post to Bawden group at Unit 1 Mills Way Centre, Mills Way, Amesbury, Salisbury, Wiltshire, SP4 7AU. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

### 14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.1 We will use the personal information you provide to Us to:

(a) provide the Services;

(b) process your payment for such Services; and

(c) inform you about similar products or Services that We provide, but you may stop receiving these at any time by contacting Us.



14.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

14.3 We will not give your personal data to any [other] third party.

15. **OTHER IMPORTANT TERMS**

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

15.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

15.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

15.7 Construction, Design and Management Regulations 2015 (CDM) CDM regulations are the principle regulations covering construction work. If more than one contractor will be involved, you will need to appoint (in writing) a principal designer and a principal contractor. A principal designer is required to plan, manage and coordinate the planning and design work. A principal contractor is required to plan, manage and coordinate the construction work. Your principal designer or principal contractor will be able to advise you on your duties as a client. More information can be found at: <http://www.hse.gov.uk/construction/cdm/2015/domestic-clients.ht>